

# **EXHIBIT B**

Page 1 of 5  
SAQMMA14F0721

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	RATING
2. AMENDMENT/MODIFICATION NO. M004		3. EFFECTIVE DATE 09/19/2014	4. REQUISITION/PURCHASE REQ. NO. See Lines	5. PROJECT NO. (If applicable)
6. ISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE ARLINGTON, VA 22219		CODE LMAQM NAME Aleita J. Dust TEL. 571-344-6077 EMAIL dustaj@state.gov	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)  PAE GOVERNMENT SERVICES, INC. DBA: P A E 1320 N. COURTHOUSE RD, STE 800 ARLINGTON, VA 22201-2572			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. SAQMMA14F0721
				10B. DATED (SEE ITEM 11) 02/24/2014
CONTACT CODE 809790017		DUNS 809790017 FACILITY CODE 99100		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

\$1,614,643.20

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b) Unilateral. FAR 52.243-2 Changes--Cost-Reimbursement

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add bottled water purchasing activities.

The modification hereby:

- (a) Removes from Exhibit A.1, Section 12, fourth paragraph: "Reordering will be done by GSO based on inventory count and projections provided by the Contractor."
- (b) Authorizes PAE to purchase bottled water. Bottled water purchases shall be invoiced against CLIN 002.
- (c) Adds the following paragraph to Exhibit A.1, Section 12: "Bottled Water Purchasing - The Contractor shall, upon direction from the COR or COR-authorized ACOR, purchase bottled water in accordance with Attachment C: Bottled Water Requirement."
- (d) Adds Attachment C: Bottled Water Requirement.
- (e) Increases the CLIN 002 obligation from \$45,021,464.00 by \$1,614,643.20 to \$46,636,107.20. As a result of this action, the total obligation and value is increased from \$55,223,030.00 by \$1,614,643.20 to \$56,837,673.20.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Nicholas B. Price, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) John Stever	
15B. CONTRACTOR/OFFEROR Nicholas B. Price (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA By John Stever (Signature of Contracting Officer)	
15C. DATE SIGNED 9/22/2014		16C. DATE SIGNED 09/19/2014	

Line Item Summary	Contract Number: SAQMMA13D0120	Order Number: SAQMMA14F0721	Title: BLISS Food Services Task	Total Funding Change: \$1,614,643.20	Date of Order: 09/19/2014
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	<b>This Task Order is issued to provide BLISS Food Services. CLIN prices are in accordance with IDIQ Contract SAQMMA-13-D-0120 Section B.7.2.</b>				
001	Food Services Labor for the base 9-month period in accordance with Attachment B SOO and PAE Technical Proposal dated April 10, 2013 and as revised. This is a FFP CLIN. Contractor may bill monthly.  Doc Ref No: 5490425612 <b>Taxes included:</b> <b>Delivery Date</b> <b>(Start to End) Date</b> <b>FOB:</b> 03/01/2014            03/01/2014 to 11/30/2014            Destination  <b>Funding information:</b> 1. Accounting Ref: 5490425612 1900 - 2014 - 19___X45190001 - NEA - 5490 - 141600 - 6145 - 2589 - 2014 Original Total: \$8,850,922.00 Change Total: \$0.00 \$8,850,922.00	1.00 0.00 1.00	LT	\$8,850,922.00 \$0.00 \$8,850,922.00	\$8,850,922.00 \$0.00 \$8,850,922.00
002	Reimbursement of food and other direct costs for BEC/IZ, BDSC. & Basrah, in accordance with Attachment B SOO and PAE Technical Proposal dated April 10, 2013 and as revised. See Attachment A for SubCLINs. Contractor may bill monthly.  Doc Ref No: 5490425612 <b>Taxes included:</b> <b>Delivery Date</b> <b>(Start to End) Date</b> <b>FOB:</b> 03/01/2014            03/01/2014 to 11/30/2014            See Schedule  <b>Funding Information:</b> 1. Accounting Ref: 5490425612 1900 - 2014 - 19___X45190001 - NEA - 5490 - 141600 - 6145 - 2589 - 2014 Original Total: \$26,613,787.31 Change Total: \$0.00 \$26,613,787.31 2. Accounting Ref: 5490425626 1900 - 2014 - 19___X45190001 - NEA - 5490 - 141600 - 6145 - 2589 - 2014 Original Total: \$18,407,676.69 Change Total: \$0.00 \$18,407,676.69 3. Accounting Ref: PR3719626 1900 - 2014 - 19___X45190001 - NEA - 5432 - 543209 - 6145 - 2363 - 2014 - 5432419626 Original Total: \$0.00 Change Total: \$324,000.00 \$324,000.00 4. Accounting Ref: PR3719626 1900 - 2014 - 19___X45190001 - NEA - 5432 - 543201 - 6145 - 2363 - 2014 - 5432419626 Original Total: \$0.00 Change Total: \$1,290,643.20 \$1,290,643.20	1.00 0.00 1.00	LT	\$45,021,464.00 \$1,614,643.20 \$46,636,107.20	\$45,021,464.00 \$1,614,643.20 \$46,636,107.20
003	Fixed fee for CLIN 002  Doc Ref No: 5490425612 <b>Taxes included:</b>	1.00 0.00 1.00	LT	\$1,350,644.00 \$0.00 \$1,350,644.00	\$1,350,644.00 \$0.00 \$1,350,644.00

Line Item Summary		Contract Number: SAQMMA13D0120	Order Number: SAQMMA14F0721	Title: BLISS Food Services Task	Total Funding Change: \$1,614,643.20	Date of Order: 09/19/2014	
Line Item No.	Description			Quantity	Unit	Unit Price	Total Cost
	<div>Delivery Date (Start to End) Date FOB: 03/01/2014 to 11/30/2014 Destination</div> <div>Funding Information: 1. Accounting Ref: 5490425612 1900 - 2014 - 19__X45190001 - NEA - 5490 - 141600 - 6145 - 2589 - 2014 Original Total: \$1,350,644.00 Change Total:\$0.00 \$1,350,644.00</div>						
					Previous Total: \$55,223,030.00 Modification Total: \$1,614,643.20 Grand Total: \$56,837,673.20		

Identifier	Title	Date	Number of Pages
------------	-------	------	-----------------

**C-003 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL**

(a) The Contractor shall perform this contract in accordance with its technical proposal dated **April 10, 2013** and any revisions thereto submitted in response to Solicitation No SAQMMA12R0130.

(b) The Contractor's technical proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" clause in SECTION I of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's technical proposal shall follow "the specifications" in the order of precedence. *(end of clause)*

**652.232-72 LIMITATION OF FUNDS (AUG 1999)**

(a) Of the total price in Section B (or the 'Prices' section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)

(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until August 15, 2014.

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

- (d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.
  - (e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.
  - (f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.
  - (g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.
- (End of clause)

52.232-20 Limitation Of Cost (Apr 1984)

---

- (a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that -
  - (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
  - (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -
  - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
  - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (e) No notice, communication, or representation in any form other than that specified in paragraph (d)(2) of this clause, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

J-001 List of Documents, Exhibits and Other Attachments

---

**ATTACHMENT A-** CLIN 002's Sub-CLIN descriptions (1 page)

**ATTACHMENT B-** BLISS RFP Food Statment of Objective (SOO) (16 pages)

**ATTACHMENT C-** Bottled Water Requirement (4 pages)

### **Bottled Water Requirement**

The Contractor shall acquire bottled water under the BLISS Task Order SAQMMA14F0721 Cost Reimbursable SubCLIN 002CG in accordance with the requirement specified below.

- a) Bottled water (potable, still)
  - 1) Wholesale bottled water shall be acquired as 12 per case for .5 liter and 1.0 liter size bottles. Quantity to be purchased will be based on consumption and storage on hand as approved by the COR.
  - 2) Brand name or equal commercial procedures apply. The brand names are Pearl, Aquafina, and Dasani.
  - 3) Brand name or equal standards. Bottled water will be purified through reverse osmosis process. (a) The product will be clear, with no perceptible odor and safe for human consumption. (b) Bottled water will be sampled for e coli. Presence of e coli at any level will result in rejection of the entire shipment. (c) Bottled water will be tested for total coliform. Acceptable levels are:
    - (i) Using the multiple-tube fermentation (MTF) method, not more than one of the analytical units in the sample shall have a most probable number (MPN) of 2.2 or more coliform organisms per 100 milliliters and no analytical unit shall have an MPN of 9.2 or more coliform organisms per 100 milliliters; or,
    - (ii) Using the membrane filter (MF) method, not more than one of the analytical units in the sample shall have a 4.0 or more coliform organisms per 100 milliliters and the arithmetic mean of the coliform density of the sample shall not exceed one coliform organism per 100 milliliters.
- b) All products delivered shall be as fresh as possible and well within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). All products shall be identified with readable "open coded" "Best When Used by Date", "Sell by Date", date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the contracting officer approves in advance.
- c) Quality and Food Safety
  - 1) A supplier selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
  - 2) The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
    - (a) Standardized product quality;
    - (b) Wholesome product;
    - (c) The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
    - (d) Product shelf life is monitored;

- (e) Items are free of damage;
- (f) Correct items and quantities are selected and delivered;
- (g) Product discrepancies and complaints are resolved and corrective action is initiated;
- (h) Manufacturer, US Food and Drug Administration (FDA), Government of Iraq, or DoD initiated food recalls are promptly reported to customers and the contracting officer;
- (i) Distressed or salvaged items or products shall not be used; and,
- (j) Commercial standards are used to maintain temperatures appropriate for individual items.
- (o) It will be contractor responsibility to ensure proper licensure and compliance with the laws of Iraq and the various provinces .

d) Packaging

- 1) All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling practices. The contractor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of Iraq which product will be stored/transported.
- 2) Packing lists. A packing list or other suitable shipping document shall accompany each delivery and shall include the following information:
  - a. Name and address of consignor;
  - b. Name and address of consignee;
  - c. BLISS Contract and Task Order Number;
  - d. Government bill of lading number covering the shipment, if any
  - e. Description of the items shipped, including item number, quantity, number of containers, and package number, if any.
- 3) Pallets. All shipments must be palletized in accordance with good commercial practices. The contractor is responsible for the purchase of all pallets. Where practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the contractor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the contractor. The contractor shall remove all empty pallets and all excess packaging materials on the next delivery. Although it is at the contractor's discretion, corner boards and strapping are highly recommended. The contractor will not be paid for any pallet that is delivered to a customer with damaged product because of poor palletization. Bottled water will be provided in shrink-wrapped cases that are palletized and secured by stretch material.
- 4) Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

e) Marking

- 1) All products shall be identified with readable dates. All products delivered shall have an "open coded" (month/year) "Date of Pack" (DOP) and an "open coded" "Best When Used by Date", "Sell by Date", date of production, date of processing/ pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/ producers do not use open code dating the contractor should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label. No product shall be shipped to an end-use customer without open code



dating, either from the manufacturer or by use of a label. No product shall be shipped to an end-use customer with conflicting manufacturer/label information. If product is shipped to an end-use customer with conflicting information, the customers have the right to reject any product that they cannot determine the shelf life information and product will be returned to the contractor at no additional cost to that customer.

- 2) Traceability requirements for contractors' or contractor's Suppliers--re-packaging and re-labeling of products. If the contractor removes an item from the manufacturer's original packaging/shipping container and re-packages/re-labels the item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall. The contractor shall maintain or request from their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment, location, country of origin, date of production/pack (DOP), lot number, etc. These records must maintain traceability of the item to the extent that a lot number/DOP/Code/Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the contractor's item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the contractor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The contractor must be able to provide documentation for samples selected during contractor Product Quality Audits. It is the contractor's responsibility to notify and ensure their suppliers understand and comply with this requirement.

f) Delivery Requirement

- 1) The contractor is responsible for proper product storage, segregation, and delivery of product in excellent condition. The following will apply: a) Packages must be solid, not soft, upon arrival; b) Container and wrapping must be intact and in a solid condition; c) Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration; e) Cello wrapped packages will not be discolored or show other signs of freezer burn; "Protection from Heat" shall be stored and delivered at a temperature below 70 degrees Fahrenheit or less.
- 2) Containers and wrapping must be intact and not damaged. Packages will be free of dripping and show no evidence indicating that the contents have thawed, been refrozen, freezer burned, etc. Packages must show no evidence of dehydration.
- 3) The contractor shall store bottled water in accordance with best commercial practices and as directed by the COR.

g) Rejection procedures

- 1) It is a requirement of this contract that product shall be inspected upon receipt. However, failure to inspect or accept supplies at time of receipt shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- 2) If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.
- 3) When product is found to be non-conforming or damaged, or otherwise suspect, the receiving official may reject the item and/or determine the course of action to be taken with the product in question. The final decision is to be made by the receiving official.

- 4) Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.
- 5) The contractor shall accept returns under the following conditions:
  - a) Products shipped in error;
  - b) Products damaged in shipment;
  - c) Products with concealed or latent damage;
  - d) Products that are recalled;
  - e) Products that do not meet shelf life requirements;
  - f) Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
  - g) Products delivered in unsanitary delivery vehicles;
  - h) Products delivered that fail to meet the minimum/maximum specified temperature;
  - i) Quantity excess as a result of order input error/and or purchase ratio factor error, and;
  - j) Any other condition not specified above that is determined a valid reason for return by the customer.
  - k) Short shipments and shipping errors. The receiving official will annotate short shipment(s) on the deliver ticket/invoice(s) that accompany the delivery. The contractor's representative (the truck driver, transportation officer or squad leader), will acknowledge and counter-sign the delivery ticket/invoice.
  - l) Any product delivered in error by the contractor must be picked upon the next delivery day after notification by the ordering facility, unless the customer agrees to another date.

h) FOB Point

Deliveries shall be F.O.B. destination to all sites' delivery points. All items will be delivered to customer locations, within the scheduled delivery period, free of damage, with all packaging and packing intact. Contractor will be responsible for coordinating delivery with the customers. Off-load (unloading) of palletized water from contractor's flatbed trucks is the contractor.